

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
APPENDIX**

77-7047

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

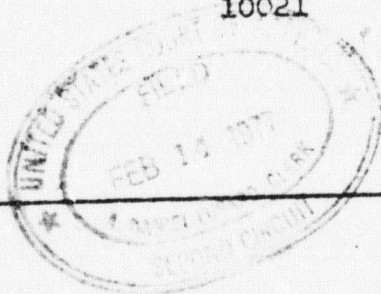
PATRICIA A. FAHEY,
Plaintiff-Appellant,
against

SHIRLEY E. FAHEY and NORMAN CODO
Defendants-Appellees,

On Appeal From The Decision Of
United States District Court For
The Southern District Of New York

APPENDIX FOR PLAINTIFF-APPELLANT

Patricia A. Fahey
Plaintiff-Appellant
750 Park Avenue
New York, New York
10021



PAGINATION AS IN ORIGINAL COPY

APPENDIX

APPENDIX A

PLAINTIFF'S MEMORANDUM AND
SUBMISSION OF EVIDENTIAL DOCU-
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RELEVANT DOCKET ENTRIES

- NO. 15 - PLAINTIFF'S MOTION AND MEMORANDUM WITH EVIDENCE FILED UNDER RULE 60(b)1 ON 10/18/76
- 16 - PLAINTIFF'S ADDITIONAL DOCUMENTS FILED 11/22/76 IN SUPPORT OF MOTION AND MEMORANDUM UNDER RULE 60(b)1
- 17 - MEMORANDUM AND ORDER DISMISSING THE MOTION FILED ON 12/14/76
- 18 - PLAINTIFF'S NOTICE OF MOTION UNDER RULE 9(m) FILED 12/17/76 WITH RETURNABLE DATE 12/22/76 AT 10 A.M.
- 19 - SUPPORTING MEMORANDUM FOR MOTION UNDER RULE 9(m) FILED 12/17/76
- 20 - ADDITIONAL EVIDENCE IN SUPPORT OF MOTION AND SUPPORTING MEMORANDUM UNDER RULE 9(m) FILED ON 12/21/76

LIST OF EVIDENCE

EVIDENCE NO. 1: LETTER OF MAY 14, 1970
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" 2: LEASE FOR THE YEAR 1970
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" 3: LETTER OF SEPTEMBER 17, 1970
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" 4: RELATED CHECK SEPTEMBER 17, 1970
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" 5: LEASE FOR THE YEAR 1971
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" 6: LEASE FOR THE YEAR 1972
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" 7: LETTER DATED AUGUST 15, 1972
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" 9: PAGE - 3 "GENERAL INFORMATION"
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APPENDIX A

PLAINTIFF'S MEMORANDUM AND
SUBMISSION OF EVIDENTIAL
DOCUMENTS FILED UNDER RULE 60(b)1
ON OCTOBER 18, 1976

- (a) Plaintiff, realizing that in order to obtain power of discovery for just cause, must sustain jurisdiction, sets forth in this memorandum the following documents, which evidence could not have been submitted at the time of hearing, since at that time, plaintiff was not in possession of said documents.
- (b) Defendants stated to the Court in their memoranda that defendants had no minimal contact in the State of New York.
- (c) Said lease signed by the executor and related check, was a continuation of prior leases from the year 1963 to 1970, the date of death of plaintiff's father, to continue the maintenance of said apartment as part of decedent's support for his daughter, Patricia A. Fahey, since she completed school in Philadelphia and came to New York City in 1963.
- (d) The maintenance of said apartment or support was to continue even after decedent's death as set forth in the decedent's Will, (Exb. I), page 3, Section Third, paragraph A, whereby it is written that "provided, however, that Patricia A. Fahey shall receive no less than \$2,000.00 per month from this trust and from other sources."
- (e) The executors in 1972 discontinued the signing for each year of future leases for said apartment and by making no financial support to the plaintiff deviated from the Will and caused the plaintiff to become homeless and

further resulting in the loss of all her furniture, books, and other personal properties.

(f) Included for the following pages herewithin attached are:

1. Lease signed by the executor, for the apartment hereabove mentioned.

3. Letters and check signed by decedent for same apartment.

(g) Lease cover for the year 1972.

(h) Lease signed by the co-executor Shirley E. Fahey for the year 1972.

(i) Letter dated May 14, 1970 regarding Patrick D. Fhey's lease for the year 1970.

(j) Letter dated September 17, 1970 signed by Patrick D. Fahey for the year 1971, lease.

(k) Check dated September 17, 1970 signed by Patrick D. Fahey for the year 1971 lease.

(l) Plaintiff submits letter from the District Director of Internal Revenue Service, Chicago District, evidencing plaintiff's material interest in her father's estate, which is contrary to defendants' statement that plaintiff is an alleged or potential beneficiary.

(m) In addition, plaintiff submits page 3 of Patrick D. Fahey's Estate tax return, Form 706, whereby the plaintiff's name was not recorded as a beneficiary or otherwise by the executors, stating that Shirley E. Fahey is the only beneficiary, which is in violation and contrary to the Will of plaintiff's father and the I.R.S. federal regulation. The

executors must enter the name of each individual who receives benefits from the estate directly as an heir, next of kin, devisee or legatee or indirectly.

(n) SEE FOLLOWING PAGES FOR LETTER FROM THE DISTRICT DIRECTOR AND PAGE 3 OF THE FEDERAL ESTATE TAX RETURN OF PLAINTIFF'S DECEASED FATHER FILED BY THE EXECUTORS, AND THEIR DECLARATION.

(o) Letter dated June 16, 1976 from the Internal Revenue Service.

(p) Page - 3 "General Information" Federal Form 706.

APPENDIX B

ADDITIONAL DOCUMENTS IN SUPPORT OF
PLAINTIFF'S MOTION UNDER RULE 60(b)1
FILED ON OCTOBER 18, 1976

(a) Patricia A. Fahey, being duly sworn on oath, deposes and says as follows:

(1) That the instruments included are a true and correct copy of the micro-film records as kept in the Recorder of Deeds Office, State of Illinois, County of Cook, and Springfield, Illinois for corporate certificate.

(b) Trust Agreement No. 1572 dated July 31, 1973 between the executors and the Union National Bank of Joliet, Illinois evidencing the transfer of an industrial real estate located at 4613 South Western Avenue, Chicago, Illinois from my father's estate into a trust.

(c) "See next page for trust agreement".

(d) Trust Agreement No. 1572.

(e) That the rental monies for each month or year for the industrial real estate rented by plaintiff's father for that fixed period to Hewitt-Robbins belong to plaintiff's father and are defined as real and personal property and also as one of the other sources, in addition to the properties tangible or intangible located outside of the State of Illinois or the U.S.A.

(f) That plaintiff's father's Last Will and Testament reads as follows: (Page - 3, Sec. THIRD, Sub. A., Exhibit 1 of Plaintiff's original complaint.)

"THIRD "I give and devise the residue of my estate, excluding any property over which I have

power of appointment, to the said SHIRLEY E. FAHEY and NORMAN F. CODO as trustees, (as executors in Section FIFTH, page - 7) upon the following terms:

THE TERMS AS WRITTEN

"A. The trustees shall distribute to any one or more provided, however, that PATRICIA A. FAHEY shall receive no less than \$2,000.00 per month from this trust and from other sources."

APPENDIX C

PLAINTIFF'S SUPPORTING MEMORANDUM IN
SUPPORT OF MOTION UNDER RULE 9(m)
FILED ON DECEMBER 17, 1976

(a) Plaintiff's distress began with the loss of said apartment for which the defendants are responsible. It was plaintiff's father's intention that she should retain said apartment and the terms of the Will as dictated by him evidence that intention, even to the extent of making direct expenditures. (The Will, Section FOURTH A (3) of Exhibit 1 of the original Complaint.)

(b) As trustees under Section THIRD of the Will and as executors under Section FIFTH, the defendants were directed by the terms of the Will to pay to the plaintiff no less than \$2,000.00 per month as of the time of death of plaintiff's father, which sum would have permitted the plaintiff to retain her home where she had lived for the previous nine years.

(c) Further, in addition to violating plaintiff's right to real and personal property in this State, the defendants also violated her basic right to inherit, which right is protected by the Federal Constitution, by not including the plaintiff's name as a beneficiary in the Estate Tax Return of her deceased father in violation of the Law.

APPENDIX D

ADDITIONAL EVIDENCE IN SUPPORT OF
PLAINTIFF'S SUPPORTING MEMORANDUM
AND MOTION FILED UNDER RULE 9(m)

- (a) Lease signed by Patrick D. Fahey for the year 1971.
- (b) Lease signed by Patrick D. Fahey for the year 1970.
- (c) Lease signed by Patrick D. Fahey for the year 1969.

APPENDIX E

ADDITIONAL LETTERS FILED ON
NOVEMBER 7, 1975 AS PART OF
THE RECORD

- (a) Letter signed by the co-executor dated August 15, 1972 .
- (b) Letter dated November 6, 1975 from Morgan Manhattan Storage.

Patrick D. Fahey

REAL ESTATE • INSURANCE • MORTGAGE LOANS

128 SCOTT STREET
JOLIET, ILL.

723-5811

May 14, 1970

Mr. Samuel Sharlach
Lexington Madison Co.
630 Third Avenue
New York, New York, 10017

EV. 1

RE: Rent Patricia Fahey

Dear Sir;

Enclosed please find my check in the amount of \$2,592.00
covering rent April thru September 1970.

I have put a stop payment on the check I mailed to you on 5-1-70.
When I mailed the check to you I explained that I had been out
of the Country on vacation and that I did not receive notice of
any rent due.

If your office ever finds my other check please have them return it
to my office.

Very truly yours,

Patrick D. Fahey
Patrick D. Fahey

PDF/ee
encl.

*rec'd original check dated 5/1 on 6/1
Returned to Fahey 6/1/70.*

STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made this 12th day of AUGUST 19 69, between

LEXINGTON MADISON CO.

of the first part, hereinafter referred to as Landlord, and PATRICK D. FAHEY

party of the second part, hereinafter referred to as Tenant.

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

apartment 8-E on the EIGHTH floor, in the building

known as 27 EAST 65th STREET in the Borough of MANHATTAN, City of New

York, for the term of ONE (1) YEAR

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the 1st day of OCTOBER nineteen hundred and SIXTY-NINE

and to end on the 30th day of SEPTEMBER nineteen hundred and SEVENTY

with dates inclusive, at an annual rental of \$5,184.00

(MONTHLY \$432.00)

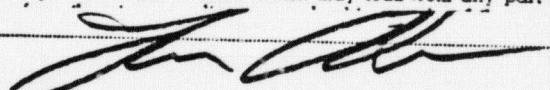
EV. 2

and Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

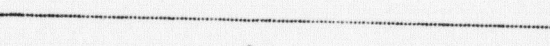
It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half month's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the first day of each and every month in advance.

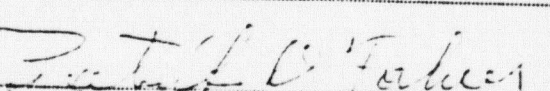
and or leaking of pipes or plumbing works, or gas, or from any other cause, except negligence or improper conduct of Tenant, or

damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building.

 [L. S.]

Witness for Tenant:

 [L. S.]

 [L. S.]
Tenant's Signature.

CITY OF NEW YORK,)
County of New York, } S.S.:

On this _____ day of _____ in the year one thousand nine hundred and _____, to me known and known to _____, the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same for the purpose mentioned therein.

13

Notary Public, Number _____, County of New York. [Seal]

BEST COPY AVAILABLE

Patrick D. Fahey

REAL ESTATE • INSURANCE • MORTGAGE LOANS

128 SCOTT STREET
JOLIET, ILL.

723-5811

September 17, 1970

Lexington Madison Company
630 Third Avenue
New York, New York 10017

Mr. Samuel Sharlach

EV. 3

Dear Sir:

Enclosed please find my check in the amount of \$2,592.00 to cover six (6)
Months rent on my lease of apartment 8-E

Very truly yours,

Patrick D. Fahey
Patrick D. Fahey

PDF/ee

encl.

*Adv. for Oct.
Nov.
Dec.
Jan.
Feb.
Mar.*

6 mos. @ \$432.00 = \$2592.-

LAKELAND BLUFF, INC.
128 SCOTT STREET
JOLIET, ILLINOIS

1092

PAY
TO THE
ORDER OF

Levington Madison Co.

9-17 19 70 ⁷⁰⁻²²⁸⁶₇₁₁

\$2,592.00

EXACTLY ~~025 92 11 00~~

DOLLARS

LAKELAND BLUFF, INC.

CHASE INTERNATIONAL BANK (N.A.)
A NATIONAL BANK
CUMBERLAND AVENUE AND HIGGINS ROAD
P.O. BOX 700, PARK RIDGE, ILLINOIS 60068

Patrick L. Ficker

of the March
Kent Ficker

⑆0711 2286⑆ ⑈44 701 3⑈

for fol. months Oct.

Nov.

Dec.

Jan

Feb.

Mar.

6 mos @ 432.

per mo. =

\$2592.00

see dep. 9/21

EV. 4

Agreement of Lease, made this 1st day of AUGUST 1970, between

LEXINGTON MADISON CO.

the first part, hereinafter referred to as Landlord, and

PATRICK A FAHEY party of the second part, hereinafter referred to as Tenant.

Whereas: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

at 8-E on the EIGHTH floor, in the building

27 EAST 65th STREET

in the Borough of MANHATTAN, City of New

the term of ONE (1) YEAR

BEST COPY AVAILABLE

(or until such term shall sooner cease and expire, as hereinafter provided), to

begin on the 1st day of OCTOBER nineteen hundred and SEVENTY

and on the 30th day of SEPTEMBER nineteen hundred and SEVENTY-ONE

at an annual rental of \$5,546.88

(\$462.24 / MO.)

EV. 5

Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, and Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half the rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent hereunder.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.

2. The demised premises and any part thereof shall be occupied only by Tenant and the members of the immediate family of Tenant, and as a strictly private dwelling apartment and for no other purpose.

3. Tenant, and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage or encumber this lease, nor shall Tenant, or use or permit the demised premises to be used for any other purpose than that written

Landlord:

for injury to any person or persons or to any property by reason of any business or operation being carried on upon said premises; and shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, which shall increase the rate of fire insurance on the building, of which demised premises form a part, or on property located therein. If by reason of failure of Tenant to comply with the provisions of this paragraph, the fire insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which is in excess of the amount which would have been paid because of such violation by Tenant, and shall

Tenant:

Patrick A. Fahey

Patrick A. Fahey [L. S.]
[L. S.]
Patrick A. Fahey [L. S.]
Tenant's Signature.

NEW YORK, }
New York, } S.S.:

LEXINGTON MADISON CO.

of the first part, hereinafter referred to as Landlord, and

~~FAIRBANKS~~ A. FAHEY

party of the second part, hereinafter referred to as Tenant,

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

partment 3 - E on the EIGHTH floor, in the building

27 EAST 65th STREET In the Borough of MANHATTAN, City of New York

for the term of **ONE (1) YEAR**

(or until such term shall sooner cease and expire, as hereinafter provided), to

mence on the 1st day of OCTOBER nineteen hundred and SEVENTY ONE

to end on the 30th day of SEPTEMBER nineteen hundred and SEVENTY TWO

dates inclusive, at an annual rental of \$5990.64 (\$499.22/MO.)

EV. 6

Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, and that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

day of each and every month in advance.
 by moving property, or other property, or resulting from
 for Laborer.

...[L S.]

Is for Tenant:

Marjorie H. Neeker

Philip C. Hobbs [L.S.]
Tenant's Signature.

E OF NEW YORK, }
nty of New York, } S.S.:

On this 16th day of August in the year one thousand nine hundred and 1911, to me known and known to me personally came SMURLEY E. FAHEY, to me known and known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the for the purpose mentioned therein.

Thos. H. H. H. H. [Seal]

Thomas H. H. H. H. [Seal]
Notary Public, Number _____, County of New York.

STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made this 16 day of August, 19 71, between

LEXINGTON MADISON CO.

of the first part, hereinafter referred to as Landlord, and

SHIRLEY F. FAHEY
PATRICIA A. FAHEY

party of the second part, hereinafter referred to as Tenant.

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

apartment 8 - E on the EIGHTH floor, in the building

located at 27 EAST 65th STREET

in the Borough of MANHATTAN, City of New

for the term of ONE (1) YEAR

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the 1st day of OCTOBER nineteen hundred and SEVENTY ONE

to end on the 30th day of SEPTEMBER nineteen hundred and SEVENTY TWO

dates inclusive, at an annual rental of \$5990.64 (\$499.22/MO.)

EV. 6

Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, and that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half of the rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 15th day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder, and the same shall be payable to Landlord as additional rent hereunder.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows:

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed this lease as of the day and date above written.

18

LEXINGTON-MADISON CO.

BY FUNDAMENTAL BUILDING CORP.

[L.S.]

for Landlord:

for Tenant:

Samuel M. ... Agent
 [L.S.]

Shirley F. Fahey
 [L.S.]

Apartment 8 - E

Premises 27 EAST 65th STREET

Tenant PATRICK A. FAHEY

Expires SEPTEMBER 30, 1972

EV. 6

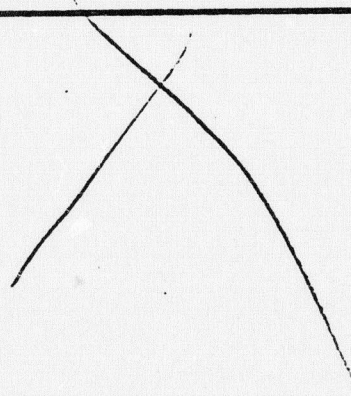
STANDARD FORM OF APARTMENT



Lease



Management Division
The Real Estate Board of New York, Inc.
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Patrick D. Fahey

REAL ESTATE • INSURANCE • MORTGAGE LOANS

128 SCOTT STREET
JOLIET, ILL.

August 15, 1972

723-5811

Robert Douglas Maid Service, Inc.
22 East 17th Street
New York, New York, 10003

RE: Patricia A. Fahey
Apt. 8E
27 East 65th Street
New York, New York

Gentlemen:

You have heretofore sent bills for your services for the above address to P. D. Fahey, 128 Scott, Joliet, Illinois, 60431. Mr. Fahey died 12-3-70, and you are hereby informed henceforth bills for such services should go to the above individual and that the Estate of Patrick D. Fahey assumes no responsibility for payment of said bills.

EV. 7

You are also notified that the undersigned, the widow of Patrick D. Fahey, does not individually assume any responsibility for the payment of bills for these services.

You are requested to contact Patricia A. Fahey at the above address for arrangement for future payment of these bills.

Yours truly,

Shirley E. Fahey

Shirley E. Fahey

SEF:mkg



MOVING
PACKING
STORAGE
FIREPROOF VAULTS



1411 THIRD AVENUE AT 80th STREET • NEW YORK, N. Y. 10028 • (212) 535-9100
510 WEST 21st STREET • NEW YORK, N. Y. 10011 • (212) 929-1300
CABLE ADDRESS: MORGANWARE

PLEASE REPLY TO
1411 THIRD AVENUE

November 6, 1975

To Whom It May Concern:

The goods stored with us under the name,
Miss Patricia Fahey were sold at Public Auction
in March of 1975. The account at that time was
far in arrears, from September of 1972 to June of
1973 Miss Fahey made 2 payments of \$340.80 and
\$213.19 totaling \$553.99.

EV. 8

Morgan Manhattan Stg. Co.
Philip M. Welty
Philip M. Welty
Bookkeeper

OVER 120 YEARS OF SERVICE



MEMBER Allied Van Lines

21

bjw

GENERAL INFORMATION

1. Address of decedent at time of death (Number, street, city, State, and Postal ZIP code)

910 Western Ave., Joliet, Illinois 60435

2. State in which domiciled at time of death

Illinois

3. Year in which this domicile was established

1904

4. Place of death

Joliet, Illinois

5. Cause of death

Chronic cardiac congestive/

failure

6. Length of last illness

1 week

7. Decedent's physicians

NAMES

ADDRESSES (Number, street, city, State, and Postal ZIP code)

Lewis Woodruff

58 E. Clinton Street, Joliet, Ill. 60431

8. If decedent was confined in a hospital during his last illness or within 3 years prior to his death, give name and address of hospital

St. Joseph Hospital, Joliet, Illinois

9a. Date of birth

1-30-04

9b. Place of birth (City and State or country, if other than United States)

Manhattan, Illinois

10a. Business or occupation

Real Estate

10b. If retired, state former business or occupation

10c. Business name

Patrick D. Fahey

10d. Decedent's employer identification number, if any

36-1055840

10e. Business address (Number, street, city, State, and Postal ZIP code)

128 Scott St., Joliet, Illinois 60431

11. Marital status of decedent at date of death

☒ Married☐ Single☐ Legally separated☐ Widow or Widower☐ Divorced

12a. Name of surviving husband or wife

Shirley E. Fahey

12b. Social security number of surviving husband or wife

336-48-0815

12c. Date of marriage to surviving husband or wife

6-14-1928

12d. Domicile at date of marriage to surviving husband or wife

Joliet, Illinois

13a. If decedent was a widow or widower, give name of deceased husband or wife

13b. Date of death of deceased husband or wife

14. Individuals who receive benefits from the estate (do not include charitable beneficiaries shown in Schedule N or any heir receiving less than \$1,000)

Name.—Enter the name of each individual who receives benefits from the estate directly as an heir, next-of-kin, devisee or legatee or indirectly (for example, as beneficiary of a trust, shareholder of a corporation or partner of a partnership which is an heir, etc.).

Social Security Number.—If the individual has no social security number, use his taxpayer account number.

Age.—On the date of the decedent's death.

Relationship.—Include relationships by blood, marriage, or adoption or indicate NONE.

Amount.—Value all interests on the date of death or the alternate valuation date, whichever is used for estate tax purposes. The interest of each beneficiary should be valued in the same manner as it would be valued for estate or gift tax purposes. Where precise values cannot readily be determined, a reasonable approximation should be entered. The sum of the values of the interests of all unborn or otherwise unascertainable beneficiaries should be shown on the last line (all unascertainable beneficiaries).

Name	Social Security Number	Age	Relationship to Decedent	Amount
Shirley E. Fahey	336-48-0815	65	Widow	Undetermined

All unascertainable beneficiaries

ESTATE OF Patrick D. Fahey

Page 3

Department of the Treasury

JUN 1 8 1976

District Director
Internal Revenue Service

P.O. Box 1193, Chicago, Ill. 60690

Ms. Patricia A. Fahey
750 Park Avenue
New York, New York 10021

Dear Ms. Fahey:

This office is in receipt of the documentary evidence you have provided to demonstrate your material interest in the Federal Estate Tax Return of your father, Patrick D. Fahey.

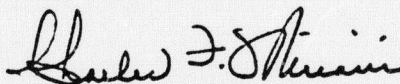
Treasury Regulation 301.6103(a)-1(c)-(1)(v)(b) permits inspection, in the discretion of the Secretary or the Commissioner, or the delegate of either, by any heir at law, next of kin, or beneficiary under the will of the decedent for whose estate the return was made provided such person presents satisfactory evidence of a material interest which will be affected by information contained in the return.

EV. 10

A review of the certified copy of the will of Patrick D. Fahey, indicates that you have a material interest in your capacity as beneficiary under this will. Further, the affidavit you submitted, establishes proof of your identity as required by law. Therefore, in accordance with Treasury Regulation 301.6103(a)-1(c)-(1)(v)(b) and Internal Revenue Procedure 66-3, we have enclosed a copy of the Federal Estate Tax Return of your father, Patrick D. Fahey.

I hope this letter has been of assistance to you. If you have any questions, you may contact Mr. Fred Brody at 353-3351.

Sincerely yours,


Charles F. Miriani
District Director

Enclosure

22 456 475

THIS Indenture, made this 10th day of August, 1973, between the Grantor, Shilpat, Inc., a Corporation
created and existing under and by virtue of the laws of the State of Illinois and duly
authorized to transact business in the State of Illinois,

of the County of Will and the State of Illinois for and in consideration

of the sum of \$100,000.00 and other good and valuable considerations in hand paid (conveyed) quit claims unit.

UNION NATIONAL BANK & TRUST CO. OF ILLINOIS, a national banking association of July 1st,
30 West Jefferson Street, Joliet, Ill. 60431

has, its successor or successors as Trustee under the provisions of a trust agreement dated the 31st

day of July 1973 known as Trust Number 1972 the following described

real estate in the County of Cook and State of Illinois to wit

SEE ATTACHED LEGAL DESCRIPTION

BEST COPY AVAILABLE

800

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes
herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises
or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and
to subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms
to convey, either with or without consideration, to convey said premises or any part thereof to a successor or successors
in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said
trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said
property, or any part thereof, from time to time, in periods of time, not exceeding in the case of any single lease
the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to
amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to
make loans and to grant options to lease and options to renew leases and options to purchase the whole or any part
of the reversion and to contract respecting the manner or fixing the amount of present or future rentals, to partition
or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges
or of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said
premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such
other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to
or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any
part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the
application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that
the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act
of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement, and every deed,
trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be
conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other
instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agree-
ment was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the
trust, conditions and limitations contained in the Indenture and in said trust agreement or in some amendment
thereto and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to
execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is
made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and
are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor
in trust.

The interest of cash and every beneficiary hereunder and of all persons claiming under them or any of them shall
be only in the earnings, profits and proceeds arising from the sale or other disposition of said real estate, and such
interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal
or equitable, in or to said real estate in such, but only an interest in the earnings, profits and proceeds thereof as
aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed
not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon con-
dition" or "with limitations," or words of similar import, in accordance with the statute in such cases made and
provided.

And the said grantor, hereby expressly waive and release any and all right or benefit under and by virtue
of any and all statutes of the State of Illinois, providing for the assumption of heretofore for sale on execution or
otherwise.

In Witness Whereof, the grantor, Shilpat, Inc., caused this Indenture to be signed by its President and attested by its Secretary
and caused its name to be signed by its Secretary and attested by its Secretary

SHILPAT, INC., an
ILLINOIS CORPORATION

Smallishy C. Lacey
President

Secretary

NO TAXABLE CONSIDERATION

22 456 475

TRUST 1572 AGREEMENT

TRANSCRIPT FROM INCLUDED COPY EV-11

AGREEMENT BETWEEN DEFENDANTS AND
THE UNION BANK OF JOLIET, ILLINOIS

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposed herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 193 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner or fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof for other real or personal property,

to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire in to the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to said real estate as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon conditions" or "with limitations" or words of similar import, in accordance with the statute in such cases made and

provided.

And the said grantor hereby expressly waive ...
and release any and all right or benefit under and by
virtue of any and all statutes of the State of Illinois,
providing for the exemption of homesteads from sale on
execution or otherwise.

In Witness Whereof, the grantor aforesaid in
..... and caused its name to be signed by
its President and attested by its Secretary's seal
this10..... day ofAugust.....1973

.....
PRESIDENT

.....
SECRETARY